

## **Notice to Bidders**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then item #26, under Section A, "Services Contract", on page A, and "Wage Requirements Certification", under Bid Submissions, on page B, will be checked.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid is unacceptable under County law and will be rejected for non-responsiveness.

Please note the information pertaining to the Wage Requirements law is attached. Please note for services contracts, you can find the current per hour rate under the wage requirements by going to the website ([www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)), and clicking on Departments, then Procurement Office. Also, the Wage Requirements law is available at this website.

**IFB # 3722102024**

**MONTGOMERY COUNTY, MARYLAND**

**INVITATION FOR BID**

**GENERAL INFORMATION**

**NOTE TO POTENTIAL BIDDERS:**

Your bid is to be returned in a sealed envelope which should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166, prior to the date and time specified in the attached solicitation.

The County will not accept fax bids. Fax bids will be returned to the bidder.

Please note the **Name and Signature Requirements** located on the Solicitation, Bid & Award Sheet. Failure to sign and seal your bid as required may be cause for your bid to be deemed **non-responsive**.

Please note The Mandatory Bid Submissions on Page B. The checked items must be submitted with your bid. Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

Please note the method of award stated in this solicitation on Page A and Page 1, in Section A, item #3.

**BID COVER SHEET**  
 MONTGOMERY COUNTY OFFICE OF PROCUREMENT  
 ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180  
 ROCKVILLE, MARYLAND 20850-4166

IFB #: **3722102024**    **OPENING DATE: JULY 31, 2003**    **OPENING TIME: 10:00 A.M.**  
**FOR: INDOOR POOLS CUSTODIAL SERVICES**    **ISSUE DATE: 06/30/2003**

<b>SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES</b>	
The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.	
1	<input checked="" type="checkbox"/> <b>BID GUARANTEE: A bid guarantee of \$3,000.00 is required for this bid.</b>
2	<input checked="" type="checkbox"/> INTENT:    A. <input type="checkbox"/> X <input type="checkbox"/> B. <input type="checkbox"/>
3	<input checked="" type="checkbox"/> <b>METHOD OF AWARD</b> A. <input type="checkbox"/> B. <input checked="" type="checkbox"/> (Award will be made in the aggregate total by area to the lowest responsive bidder as determined by the Director, Office of Procurement. No more than two of the three areas will be awarded to any one bidder.) C. <input type="checkbox"/> D. <input type="checkbox"/> E. <input type="checkbox"/> (other)  Price preference of    N/A    percent.
4	<input checked="" type="checkbox"/> <b>OPTIONAL PRE-BID CONFERENCE</b> Date: 07/16/03 Time: 11 A.M. Location: Olney Swim Center, 16601 Georgia Ave., Olney, MD
5	<input type="checkbox"/> OR EQUAL INTERPRETATION
6	<input checked="" type="checkbox"/> <b>QUESTIONS:</b> Technical Contact: Melanie Sasse (301) 468-4211 Non-Technical Contact: Bettie Neal (240) 777-9925
7	<input type="checkbox"/> SAMPLES
26	<input checked="" type="checkbox"/> <b>SERVICES CONTRACT</b> (see "NOTICE TO BIDDERS" for website of the current wage rate)
All provisions in the solicitation and Section A numbered 8 through 25 shall be applicable to any contract awarded as result of this solicitation.	
<b>SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY &amp; CONTRACTOR</b>	
All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance table for this solicitation is: Table A. <input type="checkbox"/> or Table B <input type="checkbox"/> . If neither table is checked off above then the insurance requirements will be attached to this solicitation and incorporated into Section B as an appendix.	

<b>SECTION C – SPECIAL TERMS AND CONDITIONS</b>	
The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.	
1	<input checked="" type="checkbox"/> ADD OR DELETE
2	<input checked="" type="checkbox"/> <b>ANNUAL PRICE ADJUSTMENT</b> A. <input type="checkbox"/> Commodity/Service Group: _____ B. <input checked="" type="checkbox"/> All
3	<input type="checkbox"/> CATALOG DISCOUNT PRICES
4	<input type="checkbox"/> CATALOG/PRICE LIST REQUIREMENTS
5	<input type="checkbox"/> CERTIFICATE OF ORIGIN
6	<input checked="" type="checkbox"/> CLEANING OF SITE
7	<input checked="" type="checkbox"/> <b>CONTRACT ADMINISTRATOR:</b> The designated Contract Administrator for this contract is: Douglas Fox (240) 777-6862
8	<input checked="" type="checkbox"/> <b>CONTRACT TERM</b> <input checked="" type="checkbox"/> X <input type="checkbox"/> A. _____ <input type="checkbox"/> B. Other: _____
9	<input type="checkbox"/> CONTRACT VALUE
10	<input checked="" type="checkbox"/> CONTRACTOR RESPONSE
11	<input checked="" type="checkbox"/> CORRECTION OF WORK AFTER FINAL PAYMENT
12	<input checked="" type="checkbox"/> CORRECTION OF WORK BEFORE FINAL PAYMENT
13	<input type="checkbox"/> DAMAGE/SHORTAGE
14	<input type="checkbox"/> DEALER STATUS
15	<input checked="" type="checkbox"/> DELAYS AND EXTENSION OF TIME
16	<input checked="" type="checkbox"/> DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/> DEPARTMENTS AUTHORIZED TO USE CONTRACT: Department of Recreation
18	<input type="checkbox"/> EQUIPMENT PREPARATION
19	<input checked="" type="checkbox"/> ESTIMATES
20	<input checked="" type="checkbox"/> FAILURE TO PERFORM/DELIVER
21	<input checked="" type="checkbox"/> HEAVY DUTY
22	<input type="checkbox"/> <b>INVOICES</b> – Doug Fox – Aquatics Team 12210 Bushey Drive Silver Spring, MD 20902 Phone #(240) 777-6862 All copies of invoices and all inquiries regarding payment must be directed to the above address. Failure to comply with this requirement may delay payment.
23	<input checked="" type="checkbox"/> LABOR COSTS
24	<input type="checkbox"/> MANUALS

25	<input checked="" type="checkbox"/>	MATERIAL AND WORKMANSHIP
26	<input checked="" type="checkbox"/>	MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28	<input checked="" type="checkbox"/>	MULTIPLE AWARDS
29	<input checked="" type="checkbox"/>	NET PRICES
30	<input checked="" type="checkbox"/>	NEW MATERIALS
31	<input checked="" type="checkbox"/>	OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33	<input checked="" type="checkbox"/>	PARTS/SERVICE
34	<input checked="" type="checkbox"/>	PAYMENTS
35	<input checked="" type="checkbox"/>	PERFORMANCE BOND: In the amount of ___% is required.
36	<input checked="" type="checkbox"/>	PRICE CHANGES
37	<input checked="" type="checkbox"/>	PROTECTION OF EXISTING FACILITIES
38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39	<input checked="" type="checkbox"/>	PURCHASE ORDERS/JOB RELEASES
40	<input checked="" type="checkbox"/>	QUANTITIES
41	<input checked="" type="checkbox"/>	SAFETY STANDARDS
42	<input checked="" type="checkbox"/>	SERVICE
43	<input checked="" type="checkbox"/>	SITE INSPECTION – Rosalind Roberts (240) 777-6847

44	<input checked="" type="checkbox"/>	TRAVEL TIME
45	<input checked="" type="checkbox"/>	WARRANTY
46	<input checked="" type="checkbox"/>	SAFETY TO PERSONS & PROPERTY
47	<input checked="" type="checkbox"/>	PERSONNEL
48	<input checked="" type="checkbox"/>	CONTRACTOR'S REPRESENTATIVE
49	<input checked="" type="checkbox"/>	TRAINING REQUIREMENTS
50	<input checked="" type="checkbox"/>	INSPECTION FORMS
51	<input checked="" type="checkbox"/>	OFFICE AND TELEPHONE
52	<input checked="" type="checkbox"/>	FACILITY ACCESS CONTROL
53	<input checked="" type="checkbox"/>	QUALITY CONTROL AND INSPECTION
54	<input checked="" type="checkbox"/>	PROCEDURES AND COMPENSATION
55	<input checked="" type="checkbox"/>	REDUCTION IN PAYMENT
56	<input checked="" type="checkbox"/>	INVOICES AND PAYMENTS
57	<input checked="" type="checkbox"/>	SUSPENSION OF WORK
58	<input checked="" type="checkbox"/>	TERMINATION

**MANDATORY SUBMISSIONS:**

a. **BID SUBMISSIONS:**

The following checked (XX) items (each of which are described in detail in either Sections A, B, C, or D, and/or any attachments of this solicitation), must be submitted with your bid reply:

\_\_\_Current Manufacturer catalog(s)      \_\_\_Descriptive Literature      \_\_\_Other:

\_\_\_Price List(s)      \_\_\_Delivery Schedule      **XX Bid Guarantee \$3,000.00 (see pages A & 1)**

**XX Wage Requirements Certification (see "NOTICE TO BIDDERS" for website of the current wage rate)**

**XX Page E Solicitation, Bid And Award Sheet (including pages E-1 – E-3 Quotation Sheets)**

**Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.**

(Bidders Must Complete the **NAME & SIGNATURE REQUIREMENTS** in Part II on the Solicitation, Bid and Award Sheet, Page E)

b. **AWARD SUBMISSIONS:**

The following checked (XX) items (each of which are described in detail in either Sections A, B, C, or D, and/or any attachments of this solicitation), must be submitted within ten (10) working days after the date of the County's written notification of Intent to Award a Contract:

- ☐ Financial Data
- ☐ Personnel Data
- ☐ Installation Schedules
- ☐ Plans or Drawings
- ☒ Other: as follows: Certification of Posting Wage Notice
- ☐ Performance Bond (See Pages B & 9)

XX Certificate of Insurance (see Appendix and page 6, item # 20)

Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.

XX Minority, Female, Disabled Person Subcontractor Performance Plan. (If requested in the Intent to Award notice)

Failure to submit information in a timely manner as indicated may cause to consider the Bidder non-responsible.

**OPTIONAL SUBMISSIONS**

The following checked (XX) items (each of which are described in detail in either Sections A, B, C, or D, and/or any attachments of this solicitation), are requested to be submitted with your bid reply:

- XX Minority Business Program & Offeror's Representation
- XX Metropolitan Washington Council of Governments Rider Clause
- XX References
- XX Minority, Female, Disabled Person Subcontractor Performance Plan

**REFERENCES (at least three are requested to be submitted)**

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled non-responsible by the DIRECTOR, OFFICE OF PROCUREMENT OR HIS/HER DESIGNEE and the forfeiture of your bid guarantee (if applicable).

- (1) NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_
- (2) NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_
- (3) NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**  
 USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF  
 GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s); resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the awarded bidder's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Gov.
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Auth.	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority			
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Gov., VA			
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland			
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County Public Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland			
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia			
					_____ Bidder Name

IFB #3722102024	<b>MONTGOMERY COUNTY, MARYLAND INDOOR POOLS CUSTODIAL SERVICES SOLICITATION, BID AND AWARD SHEET</b>	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE SUITE 180 ROCKVILLE, MD 20850-4166
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**PART I: SOLICITATION (Invitation for Bid ("IFB"))**  
SEALED BIDS IN ORIGINAL AND 2 COPIES TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **10A.M.** LOCAL TIME ON **07/31/03**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.  
**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:  
1. The "General Conditions of Contract Between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.  
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.  
3. The specifications/scope of work shown in Section D of this document.  
4. All solicitation amendments.  
5. All representations and certifications listed in this document.  
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation quotation sheet(s).

**PART II-BID**  
The Bidder, by signing this solicitation, agrees that the County has up to 120 calendar days from the bid opening date and time in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications and amendments of this solicitation shall remain firm for the above time period prior to contract award.  
The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required but maybe offered conditioned on the following basis:  
Only a prompt payment discount conditioned on a 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award but will not be considered for method of award purposes.  
Optional prompt payment terms: \_\_\_\_\_ % Net \_\_\_\_\_ Days (please insert, if any)  
**NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS**  
The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following:  
1. Where the bidder is a corporation, a corporate seal is required or a separate corporate officer must attest that the person signing is authorized to bind the corporation;  
2. Where the bidder is a partnership, at least one general partner must sign;  
3. Where the bidder is a sole proprietor, the owner of the company must sign.

BIDDER'S CORRECT LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.:

<b>ACKNOWLEDGEMENT OF AMENDMENTS</b> The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):</b>															
<table><tr><td>Amendment No./Date</td><td>Amendment No./Date</td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	Amendment No./Date	Amendment No./Date					<table><tr><td>SIGNATURE OF ABOVE PERSON:</td><td>DATE:</td><td>(AFFIX CORP. SEAL HERE)</td></tr><tr><td colspan="3">OR NAME &amp; TITLE OF ATTESTING CORPORATE OFFICER (type or print)</td></tr><tr><td>SIGNATURE OF ABOVE ATTESTING CORPORATE OFFICER:</td><td>DATE:</td><td> </td></tr></table>	SIGNATURE OF ABOVE PERSON:	DATE:	(AFFIX CORP. SEAL HERE)	OR NAME & TITLE OF ATTESTING CORPORATE OFFICER (type or print)			SIGNATURE OF ABOVE ATTESTING CORPORATE OFFICER:	DATE:	
Amendment No./Date	Amendment No./Date															
SIGNATURE OF ABOVE PERSON:	DATE:	(AFFIX CORP. SEAL HERE)														
OR NAME & TITLE OF ATTESTING CORPORATE OFFICER (type or print)																
SIGNATURE OF ABOVE ATTESTING CORPORATE OFFICER:	DATE:															

**PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))**  
YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: **YOUR CONTRACT NUMBER IS:**

MONTGOMERY COUNTY, MARYLAND	
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BY 

PRINTED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	AWARD DATE
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PMMD-56 Rev. 12/02 THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

**INDOOR POOL CUSTODIAL SERVICES**  
**IFB#3722102024**  
**QUOTATION SHEET**  
**MONTGOMERY AQUATIC CENTER**  
**AREA I**

<u>SERVICE TYPE</u>	<u>UNIT PRICE</u>	<u>AWARD FACTOR</u>		
<b>Custodial Cleaning Service</b>				
A. Daily cleaning & supply services	\$ per day	x	365 days	=
B. Weekly cleaning services	\$ per week	x	52 weeks	=
C. Quarterly cleaning services	\$ per quarter	x	4 per year	=
<b>Unscheduled Cleaning Service</b>				
			<b>Estimated Need (for bid purposes)</b>	
D. Emergency Projects (time and materials)	\$ per hour	x	100 hours per year	=
		x		
E. Day Porter (optional)	\$ per hour		1000 hours per year	=
<b>AGGREGATE TOTAL (Add items A-E) =</b>				

NOTE: The contract will be awarded by area to the lowest responsive and responsible bidder as determined by the Director, (

No one bidder will be awarded more than two of the three areas.



**INDOOR POOL CUSTODIAL SERVICES**  
**IFB#3722102024**  
**QUOTATION SHEET**  
**MARTIN LUTHER KING, JR. SWIM CENTER**  
**AREA II**

SERVICE TYPE	UNIT PRICE			AWARD FACTOR	
<b>Custodial Cleaning Service</b>					
A. Daily cleaning & supply services	\$	per day	x	365 days	=
B. Weekly cleaning services	\$	per week	x	52 weeks	=
C. Quarterly cleaning services	\$	per quarter	x	4 per year	=
<hr/>					
				<b>Estimated Need (for bid purposes)</b>	
<b>Unscheduled Cleaning Service</b>					
D. Emergency Projects (time and materials)	\$	per hour	x	100 hours per year	=
			x		
E. Day Porter (optional)	\$	per hour		1000 hours per year	=
<hr/>					
<b>AGGREGATE TOTAL (Add items A-E) =</b>					
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NOTE: The contract will be awarded by area to the lowest responsive and responsible bidder as determined by the Director, (

No one bidder will be awarded more than two of the three areas.

**INDOOR POOL CUSTODIAL SERVICES**  
**IFB#3722102024**  
**QUOTATION SHEET**  
**OLNEY SWIMCENTER**  
**AREA III**

SERVICE TYPE	UNIT PRICE			AWARD FACTOR	
<b>Custodial Cleaning Service</b>					
A. Daily cleaning & supply services	\$	per day	x	365 days	=
B. Weekly cleaning services	\$	per week	x	52 weeks	=
C. Quarterly cleaning services	\$	per quarter	x	4 per year	=
<hr/>					
				<b>Estimated Need (for bid purposes)</b>	
<b>Unscheduled Cleaning Service</b>					
D. Emergency Projects (time and materials)	<u>\$</u>	per hour	x	100 hours per year	= <u></u>
			x		
E. Day Porter (optional)	\$	per hour		1000 hours per year	=
<hr/>					
<b>AGGREGATE TOTAL (Add items A-E) =</b>					
<hr/>					

NOTE: The contract will be awarded by area to the lowest responsive and responsible bidder as determined by the Director, (

No one bidder will be awarded more than two of the three areas.

**MONTGOMERY COUNTY, MARYLAND  
OFFICE OF PROCUREMENT**

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**  
(Numbers 1-7 subject to selection on Bid Cover Sheet)

**1. BID GUARANTEE**

A Bid Guarantee (Bid Bond, Certified or Treasurer's Check, or Irrevocable Letter of Credit), must be enclosed and accompany each Bid and be duly executed by the Bidder as a principle, and made payable to Montgomery County. Please see the cover sheet for the amount required for the bid guarantee for this particular bid. Bid Guarantees, other than Bid Bonds, will be returned to all except the three (3) lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

**2. INTENT**

- A. The Intent of this Invitation for Bid is to establish a Fixed Price or Rate of Discount Contract for the purchase of goods/services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications and/or Scope of Work, and Quotation Sheet contained herein.
- B. The Intent of the Invitation to Bid is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by THE DIRECTOR, OFFICE OF PROCUREMENT, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

**3. METHOD OF AWARD**

- A. The contract will be awarded to the lowest responsive and responsible bidder as determined by THE DIRECTOR, OFFICE OF PROCUREMENT. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the quotation sheet. Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the lowest responsive and responsible bidder as determined by THE DIRECTOR, OFFICE OF PROCUREMENT. The lowest bidder is determined by the aggregate amount by group of the unit prices extended by the quantities set forth in each group on the quotation sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.
- C. The contract will be awarded to the lowest responsive and responsible bidder as determined by THE DIRECTOR, OFFICE OF PROCUREMENT. The lowest bidder is determined by the lowest unit price bid.
- D. The contract will be awarded by line item to the lowest responsive and responsible bidder as determined by THE DIRECTOR, OFFICE OF PROCUREMENT.
- E. The contract will be awarded by any other Method of Award as stated on the bid cover sheet.

Regardless of which Method of Award is selected for this bid (items A-E), THE DIRECTOR, OFFICE OF PROCUREMENT reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any

informality in bids received whenever such rejection or waiver is in the best interest of the County.

Additionally, bidders are hereby notified that the Montgomery County Code, Section 11B-56 concerning the procurement of recycled materials and supplies is applicable to this solicitation. The Code requires, where practicable, procurement by the County of materials and supplies recycled from solid waste and authorizes the use of a percentage price preference. The percentage price preference for this solicitation is stated on the cover sheet of this particular bid

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and is not appealable.

**4. OPTIONAL PREBID CONFERENCE(S)**

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), please see the cover sheet of this bid.

**5. OR EQUAL INTERPRETATION**

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

**6. QUESTIONS**

All technical and non-technical questions pertaining to this Invitation for Bid should be directed to the individuals whose names are indicated on the front cover sheet.

**7. SAMPLES**

When samples are required it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered non-responsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days after award. Samples may at the County's option be retained for the life of any subsequent contract period.

#### 8. ACCEPTANCE TIME

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days of acceptance time in which to issue an award. The County reserves the right to reject as non-responsive any offer that specifies less than 120 days of acceptance time.

#### 9. ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

#### 10. AWARD OR REJECTION OF BID

- A. Failure to enclose and submit requested data, surety or other documents in the sealed bid return envelope as may be requested herein may be cause for rejection of the bid.
- B. The County reserves the right to accept or reject any or all bids, or portion thereof, to waive informalities and minor irregularities and to award the Contract in the best interest of the County.
- C. Conditional or qualified bids are subject to rejection.
- D. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

#### 11. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

#### 12. BID PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered within ten (10) days after the proposed award or short list is posted by THE DIRECTOR, OFFICE OF PROCUREMENT. Protests are to be filed as early in the solicitation process as possible to enable timely correction of irregularities. However, protests may not be filed and accepted after the expiration of the ten (10) day deadline. Any tardy protest must be dismissed by THE DIRECTOR, OFFICE OF PROCUREMENT.

Only offerors who have "standing" may file a protest. Standing means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained.

All protests must contain the following information: the pertinent solicitation number; the name, address and telephone number of the offeror making the protest under the solicitation; a statement explaining and supporting the standing of the offeror to protest; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in solicitation documents and all regulations or law relied on, and all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents to support the protest is on the offeror making the protest.

#### 13. BID WITHDRAWAL/MODIFICATION

Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

#### 14. BIDDER'S PAYMENT TERMS

The County will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

#### 15. BIDS

Sealed Bids are hereby solicited, to be opened in Suite 180, Rockville Center, 255 Rockville Pike (formerly 250 Hungerford Drive), Rockville, MD 20850, for the purchase of Supplies, Material, Equipment and/or Services in accordance with the Instructions, Terms, Conditions and Specifications and/or scope of work set forth in this Invitation. Bids are to be returned in a sealed envelope which should be at least 9 1/2" X 12 1/2" in size, and be clearly marked with the IFB number, opening date, and the opening time. Bids received after the time specified will not be considered and will be returned unopened to the bidder. The County will not be responsible for premature or late opening of bids improperly addressed or identified.

For information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, please call (240) 777-9906 for a recorded message or send a self-addressed stamped envelope with the bid number if known or a description of the requirement being solicited to: Montgomery County Office of Procurement, 255 Rockville Pike (formerly 250 Hungerford Drive), Suite 180, Rockville, Maryland 20850.

#### 16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.
- B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.
- C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.
- D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

#### 17. JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
Montgomery Community College (MCC)  
Montgomery County Public Schools (MCPS)  
Montgomery County Revenue Authority  
Montgomery County Housing Opportunities Commission (HOC)  
Washington Suburban Sanitary Commission (WSSC)  
Municipalities & Special Tax Districts in Montgomery County

While this IFB is prepared on behalf of the Montgomery County (MC), it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and services of the contract with MC, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. MC shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for and contract directly with the bidder under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS

UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

#### 19. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract addendum on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Pike (formerly 250 Hungerford Drive), Suite 180, Rockville, Maryland 20850. The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardes for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

For information regarding the proposed addendee(s) posted under this bid or any bid issued by the Montgomery County Office of Procurement, please call (240) 777-9907 for a recorded message, or send a self-addressed stamped envelope with the bid number if known or a description of the requirement being solicited to: Montgomery County Office of Procurement, 255 Rockville Pike (formerly 250 Hungerford Drive), Suite 180, Rockville, Maryland 20850.

#### 20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, should not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively.

The signature on the bid and/or contract must conform to the following:

- (1) Where the bidder/contractor is a corporation, the signature must contain the corporation seal or an attestation of a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
- (2) Where the bidder/contractor is a partnership, at least one general partner must sign;
- (3) Where the bidder/contractor is a sole proprietor, the owner of the company must sign.

No bids will be accepted unless submitted in ink or typewritten. All signatures on offers, amendments or related correspondence must be made by persons who are authorized to contractually bind the offerors. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

#### 21. PROMPT PAYMENT DISCOUNT TERMS

#### 18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law this solicitation is subject to the Montgomery County

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

#### 22. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder agrees with regard to any portion of the proposal that is not stamped as proprietary or confidential that it believes, and expressly permits the County to deem it not to be proprietary or confidential.

#### 23. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

#### 24. SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. UNLESS A WAIVER IS GRANTED, OFFERORS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- (a) By returning one signed copy of the amendment either with your bid or by sending it separately to the Office of Procurement.
- (b) By acknowledging receipt of the amendment on the Solicitation, Bid, and Awardsheet that is submitted.
- (c) By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

A waiver may be granted by THE DIRECTOR, OFFICE OF PROCUREMENT if deemed to be in the County's best interest. No waiver may be granted, however, until the offeror states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation. If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment

numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

#### 25. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by THE DIRECTOR, OFFICE OF PROCUREMENT will be considered as being binding on the County.

#### 26. SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its bid is unacceptable under County law and will be rejected for non-responsiveness.

### SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

#### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

#### 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

#### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference and made a part of this contract. Furthermore, Section 11B-33A of the County Code, concerning wage requirements for services contracts, is applicable to this solicitation and any contract awarded pursuant to this solicitation, if: (a) in an RFP, the "This is a Services Contract" box is

checked on page 1; or (b) in an IFB, Section A box 26 is checked on page A on the "Bid Cover Sheet." And, in either of these events, the "Requirements for Services Contract Addendum" should be attached to these General Conditions. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

#### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by THE DIRECTOR, OFFICE OF PROCUREMENT. Unless performance is separately and expressly waived in writing by THE DIRECTOR, OFFICE OF PROCUREMENT, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of THE DIRECTOR, OFFICE OF PROCUREMENT.

#### 5. CHANGES

THE DIRECTOR, OFFICE OF PROCUREMENT may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the contract administrator within 30 days from the date THE DIRECTOR, OFFICE OF PROCUREMENT, issued the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

#### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by THE DIRECTOR, OFFICE OF PROCUREMENT, in writing and is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage requirements;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to THE DIRECTOR, OFFICE OF PROCUREMENT and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to THE DIRECTOR, OFFICE OF PROCUREMENT;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement,

interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants THE DIRECTOR, OFFICE OF PROCUREMENT, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute by Contractor arising under this contract which is not disposed of by agreement must be decided under The Montgomery County Code and The Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by THE DIRECTOR, OFFICE OF PROCUREMENT, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of THE DIRECTOR, OFFICE OF PROCUREMENT, for the purpose of dispute resolution. A copy of the resolution must be forwarded to THE DIRECTOR, OFFICE OF PROCUREMENT, or his/her designee. The Department Head may, with the contractor's consent, delegate this responsibility to another person (other than the contract administrator). The contractor waives any dispute or claim not made in writing and received by the Department Head within 30 days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. The contractor may, at the County's option, be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these general conditions, if any, which, directly or indirectly, are intended by their nature or by implication to survive performance of the contractor do survive the completion of performance, termination for cause, or the termination for convenience of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees not to violate Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of Article 33 of the annotated Code of Maryland.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance or any longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship, which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must

comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, the County's General Conditions supersede the contractor's terms and conditions in the event of any inconsistency.

17. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

18. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

19. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

20. INSURANCE

Prior to execution of the contract, the contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland (See Tables A and B). Unless expressly provided otherwise, Table A is applicable to this contract. The contractor must submit to THE DIRECTOR, OFFICE OF PROCUREMENT, a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. THE DIRECTOR, OFFICE OF PROCUREMENT, may waive the requirements of this section in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS  
(See Provision #20 Under the General Conditions of Contract  
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attach.
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attach.
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Certificate Holder				
Montgomery County Maryland (Contract #)				
Office of Procurement				
Rockville Center				
255 Rockville Pike, Suite 180				
Rockville, Maryland 20850-4166				

TABLE B. - INSURANCE REQUIREMENTS  
(See Provision #20 Under the General Conditions of Contract  
Between County and Contractor)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attach.
Certificate Holder				
Montgomery County Maryland (Contract #)				
Office of Procurement				
Rockville Center				
255 Rockville Pike, Suite 180				
Rockville, Maryland 20850-4166				

21. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.



## 22. NONDISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the nondiscrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

## 23. PAYMENTS

No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term, continuation of this contract beyond the first term is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

## 24. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of Montgomery County upon the termination or expiration of this contract, unless expressly stated otherwise.

## 25. TERMINATION FOR CAUSE

THE DIRECTOR, OFFICE OF PROCUREMENT, may terminate the contract in whole or in part, and from time to time, whenever THE DIRECTOR, OFFICE OF PROCUREMENT, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

Prior to a termination for cause, the County will send the contractor written notice specifying the cause. The notice will give the contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses

an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. Any termination for cause must be considered a termination for convenience as of the date the contractor was advised of the termination for cause, if there was no cause.

## 26. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination.

## 27. TIME

Time is of the essence.

## 28. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements and issuance of any required notice to proceed.

## SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

### 1. ADD OR DELETE

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable.

In the event the facilities are added (except as provided herein), a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities deleted.

### 2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Requests for price adjustment, after this one year period is subject to the following:

- ◆ Approval or rejection by the Director, Office of Procurement or designee.
- ◆ Submitted in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- ◆ Submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the bid cover sheet.
- ◆ The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- ◆ Should be effective sixty (60) days from the date of receipt of the contractor's request.
- ◆ Executed by written contract amendment.

### 3. CATALOG DISCOUNT PRICES

Prices are to be quoted in terms of Percentage Discount from a Current Price List, inclusive of all charges for deliveries specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described in the attached quotation sheet. Dealer list price plus added up percentage amounts are acceptable, provided they are clearly stated on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of THE DIRECTOR, OFFICE OF PROCUREMENT. The discount quoted shall remain firm for the entire contract period.

### 4. CATALOGS/PRICE LIST REQUIREMENTS

It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as non-responsive and proceed with award of contract to next lowest responsive bidder.

### 5. CERTIFICATE OF ORIGIN

Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

### 6. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

### 7. CONTRACT ADMINISTRATOR

A Contract Administrator shall be designated by THE DIRECTOR, OFFICE OF PROCUREMENT, or authorized representative. The Contract Administrator shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used.
- B. Approve the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records.
- C. Approve the rental of equipment and/or tools that may be considered "not customary" to the trade.
- D. Inspect all work performed and authorizes payment upon acceptance.
- E. The designated Contract Administrator is named on the bid cover sheet.

### 8. CONTRACT TERM

- A. The term of the contract is for ONE year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for TWO additional one-year periods.
- B. The contract term shall be for the period of time as stated on the bid cover sheet.

### 9. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated in the SCOPE OF WORK represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by THE DIRECTOR, OFFICE OF PROCUREMENT when determined to be in the County's best interest.

### 10. CONTRACTOR RESPONSE

In an emergency situation, THE DIRECTOR, OFFICE OF PROCUREMENT, or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to effect repairs/replacement as required. This provision will be used only during a Civil Defense Operation or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem, and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

### 11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

### 12. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

### 13. DAMAGE/SHORTAGE

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

### 14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within fifteen (15) working days if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

### 15. DELAYS AND EXTENSION OF TIME

If the Contractor be delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized

by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

**16. DELIVERY INSTRUCTIONS**

All deliveries are to be made to the locations identified and listed on the bid and are to be coordinated and scheduled with the individuals as indicated.

**17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)**

The primary user of this contract will be the Department named on the bid cover sheet. This agency is authorized to use their own internal Job Release System and Financial Department methods. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from THE DIRECTOR, OFFICE OF PROCUREMENT.

**18. EQUIPMENT PREPARATION**

New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful bidder prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use.  
No dealer identification is to be affixed to any new units.

**19. ESTIMATES**

Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and types of labor.
- C. Material cost estimate.
- D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, OFFICE OF PROCUREMENT labeled "File with Contract."

**20. FAILURE TO PERFORM/DELIVER**

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

**21. HEAVY DUTY**

The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

**22. INVOICES**

All true and corrected invoices are to be sent to the contract Administrator or the person named on the bid cover sheet.

**23. LABOR COSTS**

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

**24. MANUALS**

Successful bidder shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

**25. MATERIAL AND WORKMANSHIP**

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

**26. MATERIALS**

The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at Contractor's Cost, including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

**27. METHOD OF ORDERING**

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the successful contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

**28. MULTIPLE AWARDS**

In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

**29. NET PRICES**

Prices are net, inclusive of all charges for transportation FOB Destination, and inside delivery. Prices are less Federal, State, and Local taxes.

**30. NEW MATERIALS**

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

**31. OPTION TO INCREASE QUANTITIES**

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the IFB Quotation Sheet. The County reserves the right to purchase additional units within the date shown by the bidder on the IFB Quotation Sheet, or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

**32. ORDERING TERMS**

Orders placed before, but delivered after the effective termination date of the contract, are to be honored with all terms, conditions and prices of the contract in effect until the final delivery and/or installation is made and accepted by the County

**33. PARTS/SERVICE**

To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

**34. PAYMENTS**

Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of "Time and Material," with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by THE DIRECTOR, OFFICE OF PROCUREMENT.

**35. PERFORMANCE BOND**

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurer's Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated on the bid cover sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

**36. PRICE CHANGES**

Notice of price changes are to be given in writing fifteen (15) working days in advance of such changes. It will be the responsibility of the Contractor to inform the County in writing of any or all price increases. Should an order be placed before such notification, the Contractor will be obligated to honor either the ordered price or the changed price whichever is less. Should price changes result in costs exceeding the budget appropriations for that item, the County may reject such changes and the vendor will have no further obligation to the County under the contract.

**37. PROTECTION OF EXISTING FACILITIES**

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the contractor, contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the contractor's own expense, any damaged property caused by the contractor, contractor's employees, subcontractor or subcontractor's employees.

**38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS**

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

**39. PURCHASE ORDERS/JOB RELEASES**

Prior to the commencement of work, THE DIRECTOR OF PROCUREMENT, or authorized representative shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

**40. QUANTITIES**

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

**41. SAFETY STANDARDS**

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

**42. SERVICE**

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces in the Solicitation, Bid, and Award Sheet.

**43. SITE INSPECTION**

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in the invitation. Site inspections may be arranged by calling the individual named on the bid cover sheet.

**44. TRAVEL TIME**

No payment for travel time to or from job site shall be charged. Charges begin when Contractor arrives at each job site and end when crew leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

**45. WARRANTY**

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the bid cover sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

## SECTION C – SPECIAL TERMS AND CONDITIONS

### 46. SAFETY TO PERSONS AND PROPERTY:

- a. The Contractor will be responsible for all damages to persons or property which may occur as a result of negligence in connection with the performance of the work.
- b. The Contractor will provide all necessary equipment for the protection of the facility, equipment, and occupants while performing any phase of work. The Contractor will also train personnel in the practice of all necessary safety precautions required while performing any phase of the cleaning work to prevent injury to themselves, the occupants of the facility, or any damages to the facility or the equipment therein.
- c. The Contractor must comply with all the applicable safety, health, and fire regulations during the entire term of the contract.
- d. For all operations requiring the placing and movement of the Contractor's equipment, the Contractor will observe and exercise, and compel employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the public and personnel.
- e. All ladders, scaffolding, or other devices provided by the Contractor used to reach the surface of objects not otherwise accessible for the required cleaning operations, must be of solid construction, firm and stable, and will be maintained in good condition. All such equipment will be moved into all areas where it is required, placed, shifted when necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property, and cause the least possible interference with the normal usage of such areas by the public or personnel.
- f. The Contractor will be responsible for providing the public and County personnel with notice of and protection from certain hazards; this will include placement of signs, stanchions, ropes, or other barriers around all areas where the Contractor's activities make the area unsafe for normal use or where there have been leaks, spills, etc., that make the area unsafe.
- g. The Contractor must take all precautions to protect the health and safety of all persons in the facility or on the grounds and to minimize the damage from all hazards to life and property and will comply with all Federal, State, and County health, safety, and fire protection regulations (including reporting requirements).

### 47. Personnel:

1. Contract Personnel And Supervision Of Work:
  - a. The Contractor will provide a minimum of two trained, qualified personnel to perform the duties required in accordance with this Contract. All work performed by the Contractor must be done in a manner satisfactory to the County. The Contractor must provide sufficient personnel to accomplish all required services as schedule. All such personnel must be skilled in the various tasks assigned them, and must be neatly dressed and clean at all times. The Contractor will be responsible for the proper conduct of all contract personnel while on County premises. The work involved in this contract must be performed by Contractor's regularly employed staff.

## **SECTION C – SPECIAL TERMS AND CONDITIONS (CONTINUED)**

- b. The Contractor will provide a designated cleaning crew leader who has at least two years of recent (within the past five (5) years) experience directing cleaning operations at the swim center. The cleaning crew leader must be able to communicate clearly in the English language, and must be authorized to represent the Contractor.
- c. The Contractor must replace any cleaning personnel whose conduct the County feels is detrimental to the County's best interests.
- d. The Contractor's employees must not disturb any property located on desks or opening drawers of desks, tables, cabinets, lockers, etc., or using the telephone or any such equipment that is not authorized. The Contractor must require employees to comply with the instructions pertaining to conduct and other regulations as required by the County.
- e. The Contractor's employees are required have ID on their person while working on County premises (i.e., driver's license, social security card, etc.)
- f. Only designated cleaning personnel will be permitted on County property. Friends or family members are not allowed and will be considered trespassers on County property.
- g. The Contractor must not participate in or encourage any stoppage of work that may occur as a result of any labor dispute. Should there be a work stoppage which involves the participation of the Contractor's personnel, such as, but not limited to, third party actions involving informational or organizational picketing, the Contractor must take appropriate and prompt action to provide qualified replacement personnel to perform the work. In the event the Contractor is unable to provide said personnel, the Contractor must reimburse the County for any and all financial expenses incurred by the County in providing said replacement services.

### **48. CONTRACTOR'S REPRESENTATIVE**

The Contractor will be responsible for the quality of their work and must identify a company representative with full authority to act on behalf of the Contractor at all times. ***Delivery of information/correspondence to the Representative will be deemed delivery to the Contractor.*** The Contractor's Representative must coordinate the work with the Contract Administrator or designee, be available for supervision of the Contractor's employees and accomplish inspections as required by the terms, conditions and scope of work of the contract resulting from this IFB. The Contractor's Representative must be available for scheduled meetings with the Contract Administrator or designee upon request and schedule inspection during normal working hours. The Contract Administrator or designee will be notified, in advance, of any change in the designated Contractor Representative.

### **49. TRAINING REQUIREMENTS**

- a. Contractor's new employee assigned to routine cleaning tasks must complete custodial training classes, at the Contractor's expense before the first weeks of assignment. Employees assigned to routine cleaning tasks must be retrained as necessary to provide the level of cleaning services stipulated by the contract.
- b. Training classes must include, but are not limited to, the following:
  - i. General orientation
  - ii. On-site supervised training (2 days)
  - iii. General cleaning practice and techniques (8 hrs.)
  - iv. Use and care of housekeeping equipment and supplies
  - v. Housekeeping chemicals
  - vi. Universal warning symbols pertaining to hazardous substances and waste

## **SECTION C – SPECIAL TERMS AND CONDITIONS (CONTINUED)**

### **50. INSPECTION FORMS**

Attached to and made a part of this document is the Inspection Report Form (Attachment A) which will serve as the basis for County inspections of Contractor's work.

### **51. OFFICE AND TELEPHONE**

The Contractor must have a business office in the Washington, D.C., Metropolitan Area and a local business telephone that does not constitute a toll call on the part of the County, and must be accessible to the Contract Administrator between 7:00 A.M. and 5:00 P.M., Monday through Friday. The Contractor must provide a phone number of a representative for emergency use outside normal business hours.

### **52. FACILITY ACCESS CONTROL**

- a. Access to the facilities for custodial services will be coordinated by the Contract Administrator or designee.
- b. Keys and Locks – The Contractor must establish and implement methods of ensuring that all keys issued to the Contractor by the County are not lost or misplaced and are not used by unauthorized persons. Duplication of County's keys issued to the Contractor is strictly prohibited. The Contractor must report any loss or duplication of keys to the Contract Administrator.
- c. The County will provide replacement keys and charge the Contractor for re-keying or replacing the affected lock(s) or keys, in the event keys, other than master keys, are lost or duplicated. In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the County. The cost for replacing the locks and keys will be at the Contractor's expense. It is the responsibility of the Contractor to prohibit the use of keys issued by the County to any persons other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in these areas. All keys must be returned to the County upon termination of services. Should the Contractor fail to return any keys, the County will replace the keys and new locks at the Contractor's expense.
- d. Lock Combination and Alarm Systems Codes – The Contractor must establish and implement methods ensuring that all lock combinations and alarm codes are not revealed to unauthorized persons. Contractor must rearm all designated alarm systems when they leave County's facility. Should the Contractor employee fails rearm any alarm system in a timely manner as described above, the Contractor will be billed for costs associated with the County's security personnel travel time and time at the site to reset the open alarm system.

## **SECTION C – SPECIAL TERMS AND CONDITIONS (CONTINUED)**

### **53. QUALITY CONTROL AND INSPECTION**

- a. The Contractor must provide a quality control system that includes inspections on all completed work to assure satisfactory conformance with the contract terms, conditions and scope of work.
  - A general inspection of each building must be conducted each week by the Contractor's Representative for the purpose of thoroughly checking and reviewing all custodial work.
  - The Contractor's cleaning crew leader must daily check off each item on the Inspection Report Form (Attachment A) as it is completed. The Inspection report must be signed and dated by the crew leader and returned to the Contract Administrator or designee daily.
  - The cleaning crew must list on the Inspection Report Form (Attachment A) any needed repairs and/or damage to fixtures, buildings and furnishings.
- b. County –
  - On a daily basis, the completed Inspection Report Form (Attachment A) will be reviewed, completed and approved by the Contract Administrator or designee.
  - If there are deficiencies in the work performance, the Contract Administrator or designee will fax the form to the Contractor's Office. The Contractor must then dispatch personnel to the Swim Center within four (4) hours to correct the deficiencies.
  - Upon rectification of the outstanding cleaning tasks, the Inspection Report Form will be noted as completed by both the County and the Contractor. Failure to rectify the deficiencies within four (4) hours of notification will result in a reduction in payment for a full day's service on the next invoice submitted by the Contractor.

### **54. PROCEDURES AND COMPENSATION**

- A. **Acceptance of Facility:** Contractor must accept each facility "as is" upon commencement of the contract resulting from this IFB.
- B. **Commencement of Custodial Services:** Unless otherwise specified in the initial written Notice to Proceed (after execution of the contract resulting from this IFB), the Contractor must begin to provide custodial services within the period as specified by the Contract Administrator or designee.
- C. **Prices:** Prices as bid must be inclusive of all cleaning materials, trash bags, cleaning equipment, cleaning tools, labor, travel, and rental of any specialized equipment in the performance of all Daily, Weekly, Quarterly, Day Porter and Emergency/Non-Scheduled Cleaning as designated.



## **SECTION C – SPECIAL TERMS AND CONDITIONS (CONTINUED)**

### **55. FAILURE TO PERFORM/REDUCTIONS IN PAYMENT**

1. The County will conduct random inspections of each area covered listed in this Contract on a daily basis.
2. The County will inspect daily, weekly, quarterly and Day Porter cleaning on each the day the task is performed to determine whether the Contractor has performed in accordance with the contract. Verification of completion of all cleaning tasks is a prerequisite for a monthly payment to the Contractor.
3. In the event the Contractor fails to comply with the established performance schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge the difference between the established price of the contract and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract.
4. The Inspection Report Forms (Attachment A) indicating a failure to perform all tasks properly as determined by the Contract Administrator or designee will be used as the basis for deductions from the next invoice submitted by the Contractor.
5. The Contractor may pay the amount of the deduction(s) directly to the County.

### **56. INVOICES AND PAYMENTS**

1. On a monthly basis, the Contractor must furnish an invoice detailing the number of days (and dates) that daily cleaning, weekly tasks, and quarterly tasks were performed during that month, and, as applicable, the number of days a Day Porter was present for a 4 hour shift. All invoices must be itemized by facility and in accordance with the contract's unit price as listed on the quotation sheet.
2. The invoice must list the contract number. Failure of the Contractor to list the contract number may cause delay in the payment of the invoice. Those invoices not acceptable to the County will be returned to the Contractor for correction.
3. The Contract Administrator or designee will review the invoice against copies of the Inspection Report Forms (Attachment A) that had been faxed to the Contractor listing the days when work or weekly or quarterly services were incomplete or unacceptable, and had not been remedied. A full deduction will be made for these days (and/or weekly and/or quarterly services). Notations and deductions will be made on the invoice by the Contract Administrator or designee. The corrected invoice will then be forwarded to the Recreation Department Maintenance Division for payment.
4. All true and corrected invoices are to be sent to:

Aquatics Team  
Montgomery County Recreation Department  
12201 Bushey Drive  
Silver Spring, MD 20902

**SECTION C – SPECIAL TERMS AND CONDITIONS (CONTINUED)**

57. **SUSPENSION OF WORK BY COUNTY**

1. **Suspension for Cause:** The County reserves the right to suspend for an indefinite period of time the performance of service by the Contractor for provision of custodial services in any facility for reasons which may include, but not be limited to the following:
  - a. Fire or other casualty that renders the facility or any part unfit for occupancy or immediate use.
  - b. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part unfit for occupancy or immediate use.
  - c. A facility or any part which remains vacant or unoccupied by virtue of the County relocating the occupants to another facility; or performing remodeling, renovation, and/or construction within a facility.
2. **Reduction in Payment:** Contractor will not receive payment for any days on which work is not performed during a suspension period.

58. **TERMINATION**

In addition to ***“TERMINATION FOR CAUSE, ITEM #25, SECTION B of the GENERAL CONDITIONS OF CONTRACT RESULTING FROM THIS IFB BETWEEN County AND CONTRACTOR, PAGE 7,*** the following is applicable:

1. The Inspection Report Form (Attachment A) will be reviewed by the County daily. Should the Contractor fail to perform services in part or whole, the County will notify the Contractor immediately.
2. Should the Contractor continue to fail to perform services in part or whole, the County will notify the Contractor in writing that the contract may be terminated by the Director of Procurement , if problem is not cured within ten (10) days of notice to cure.

END SECTION C – SPECIAL TERMS AND CONDITIONS

## SECTION D –SPECIFICATIONSCOPE OF WORK

- A. The Montgomery County Recreation Department (MCRD) is responsible for providing and operating indoor, year-round swim centers for public use. The Contractor must provide complete custodial services as outlined in this document, at one, two, or three facilities. Regular cleaning will take place at night when the facility is closed and patrons have vacated the facility. Within each swim center facility, the areas to be included within the coverage of the custodial contract are all areas exclusive of the natatorium and mechanical rooms.

The three indoor pools operated by the Department of Recreation are as follows:

- AREA I - Martin Luther King, Jr. Swim Center (MLK) - Tel: 301-989-1206  
1201 Jackson Road, Silver Spring, MD  
(Located in the MLK Park off New Hampshire Ave. south of Randolph Rd)
- AREA II - Montgomery Aquatic Center (MAC) - Tel: 301-468-4211  
5900 Executive Blvd, N. Bethesda, MD  
(Located between Nicholson Lane & Old Georgetown Rd)
- AREA III Olney Indoor Swim Center (OSC) - Tel: 301-570-1210  
16601 Georgia Ave., Olney, MD  
(Located in the Olney Manor Park, south of Rt. 108)

- B. **Hours/Days of Operation:** The Swim Centers are open for business from 5:00 a.m. to approximately 10:00 p.m., seven days each week, for approximately 50 weeks a year. Each center will close for two or three weeks in August for major repairs, maintenance, and cleaning.

Holidays that the centers are not open are: Thanksgiving Day, Christmas Day, New Years Day and Easter Sunday. The Centers will operate and require regular cleaning services on all other holidays and during inclement weather, even if schools and government offices are closed.

- C. **Custodial Services:** There are five basic categories of custodial services to be performed under this contract :  
1) Daily, 2) Weekly, 3) Quarterly Cleaning, 4) Emergency/Unscheduled Cleaning and 5) Day Porter Services.  
The daily, weekly and cleaning tasks reflect specific activities to be performed by the Contractor.

Following is a sampling of the rooms, areas, spaces and furnishings to be serviced by the Contractor under this contract:

- ◆ Lobbies, corridors, elevator cars and administrative areas,
- ◆ Conference, meeting rooms, and snack bar areas,
- ◆ Classrooms, lounges, weight rooms and observation gallery,
- ◆ Showers, locker rooms, special changing rooms, dressing rooms, restrooms and daycare areas ,
- ◆ Front entrance (exterior) and vestibule,
- ◆ Vending areas, recreational areas and storage areas.

SECTION D—SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

**1. Daily Custodial Tasks:**

The following cleaning tasks must be performed by the Contractor on a DAILY basis in all rooms, areas, spaces and furnishings. Failure to perform any of these tasks on a daily basis will result in a deduction(s) to Contractor's outstanding invoice(s).

- a. **Exterior of the front entrance of each facility** - Remove all litter, including cigarette butts. Sweep walks and steps of litter up to 35 feet from the building entrance to parking lot curbs. Remove gum from entrance areas and empty any refuse containers at the entrance.
- b. **Interior of each facility** - Collect and remove all litter. Trash receptacles are to be emptied (diaper disposal containers and sanitary napkin receptacles are considered trash receptacles). Replace receptacle liners (provided by the Contractor) that are torn, soiled or odorous. Damp wipe the receptacles inside and out, including tops. All refuse from each facility is to be bagged and deposited in the outside dumpsters. Refuse containers are to be kept upright, lids secured, doors closed/locked; and refuse collection area is to be kept clean of debris.
- c. **Recycling Materials Collection and Removal** - Empty all designated containers inside each facility used in the collection of recycled paper and commingled materials. Keep like materials separated, transport the collected recyclables to the outdoors collection container(s) for deposit of the specific recyclable material as labeled on the outdoor container(s). Return all emptied recycling containers to the original location. Recycling containers inside the facility that are soiled or odorous must be damp wiped clean inside and out. If a facility does not have an outdoor CARDBOARD container then cardboard shall be deposited into the outdoor Refuse container. All outdoor Recycling Containers are to be kept upright, lids secured, doors closed/locked and the collection area kept clean of debris.
- d. Stack chairs and tables before vacuuming or mopping floors.
- e. Vacuum all carpeted areas including weight room and aquatic offices where applicable. Carpets are to be free of all dirt, dust, paper clips, staples, small pieces of paper and other trash or food items.
- f. Spot clean carpet to remove stains, gum and soil. "Spots" are defined as soiled areas no larger than twelve inches (12") in diameter. Carpet must be kept free of stains, spots or marks of any kind, which can be removed by carpet cleaners.
- g. Dust mop non-carpeted floors. Mops must be treated only with non-oily dust attractant such as Daycon Dustops. If soil is wet or heavy, sweep floor prior to mopping. Mops must be cleaned after use. If Contractor fails to use properly treated mops, the Contractor will be required to refinish the floor to meet required safety standards at no additional cost to the County.
- h. Using a wet mop, neutral detergent solution and clean water, mop non-carpeted floor areas clean of obvious soil; remove gum. Contractor must mop no more than 25-sq. ft. of area without rinsing the mop and follow manufacturer's recommendations for maintaining rubber tiled flooring material. Wet mops must be properly stored.
- i. Vacuum and spot-clean all fabric-covered furnishings.

SECTION D--SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

- j. Clean refrigerator(s) and microwave(s) located in staff areas, excluding appliances located in snack bar area. Remove accumulated soil from all surfaces of the food storage areas including shelving, racks, compartments and floor areas, including beside and behind refrigerators. Clean appliance enameled surfaces using a sponge and germicidal detergent solution and wipe all cleaned surfaces dry. Outer surface of appliances including tops and sides should be free of streaks and smears. Replace all components in original location. The County is responsible for removing all food and packaged items from refrigerator prior to cleaning and cleaning the inside of appliances as needed.
- k. Wipe clean all phone sets, tables (including legs and pedestals) and counter tops with germicidal disinfectant.
- l. All mirrors, including mirror edges, are to be cleaned with cloth and glass cleaner to remove smudges, smears and soil.
- m. Apply germicidal detergent solution inside and out to basins, face bowls, lab sinks, urinals and commodes, including baby changing stations and wall areas around the fixtures. A bowl mop is to be used to clean inside the commodes and urinals.
- n. Spray shower walls with bleach solution and scrub walls thoroughly. Allow solution to sit for 10 minutes before washing walls down with water. Using germicidal solution, wet mop the entire floor in locker room and Special Changing Room, including the saunas and clean away gummed debris and rinse. All floor drains in locker room/Special Changing Room are to be cleaned with germicidal solution and picked free of hair and other debris. In locker and dressing rooms, wipe clean all furniture with germicidal solution.
- o. Scrub pad or brush must be used to clean along the walls or hard-to-reach areas.
- p. Clean counters, stall partitions, including the top of the partitions, inside door jams and both sides of restroom entrance/exit door with damp cloth. Remove all paper and debris that may become attached to the ceiling.
- q. Pour a gallon of germicidal solution into the floor drains in the public restrooms to prevent odors.
- r. Using a cloth with germicidal solution, clean all porcelain water fountains and wipe surfaces dry. Use only stainless steel cleaner on electric water coolers.
- s. In weight rooms and conditioning rooms, wipe all benches and other furniture surfaces with a clean cloth and germicidal solution, including weights.
- t. All door and window glass, sills and edges in public and administrative areas must be cleaned to a height of 8 ft. These areas include: entrance and vestibule doors (both sides), lobby (upper and lower) and gallery levels, weight rooms, snack bar meeting rooms and both sides of the gallery glass connecting the overhead balconies. The glass panels on the pool deck side and pool offices are excluded.
- u. With damp cloth and neutral detergent, spot clean walls, doors, door kick plates, handrails and all vertical surfaces, from floor to a height of eight feet (8') including removal of graffiti.

## SECTION D–SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

- v. The County will restock all dispensers with soap, toilet paper, paper towels and sanitary products. The Contractor must replace trash can liners.
  - w. Contractor must clean all vending machines, including the tops and sides, and the area around the machines. Areas under the machines that are accessible will be swept and wet mopped. Vending machines do not have to be moved for cleaning.
  - x. Maintenance and Security Deficiencies – Contractor must report immediately to the Contract Administrator or designee any irregularities in any areas serviced, regarding lighting, furniture, any other condition that may require attention, repair, adjustment, replacement or correction. For irregularities occurring after 5:00 p.m., the Contractor must notify the County Security Office at (240) 777-6161. Contractor must inspect areas for fire hazards, turn off designated lights, reset alarms, and lock all designated doors and windows at the end of the cleaning shift.
  - y. Medical or Red Bag Waste – It is the Contractor must report any unsecured containers used for storing medical waste. Reports are to be made to the staff where containers are located and follow up report to the Contract Administrator or designee. During evening cleaning service, the Contractor must report any such Incident to the Security Office immediately (240) 777-6161 and notify the Contract Administrator the next business day.
2. **Weekly Custodial Tasks:** The Contractor must clean on a WEEKLY basis in addition to daily tasks, all rooms, areas, spaces and furnishings in each facility as specified. Weekly custodial tasks will be performed on a day of the week jointly determined by the Contractor and the Contract Administrator or designee. Failure to perform any of these tasks on a weekly basis will result in a deduction(s) to the Contractor's invoice.
- a. Spray buff hard floors and stairs with materials recommended by the floor manufacturer to restore finish; dust mop before buffing. Burnishing floors is not permitted.  
*(Note: Additional instructions regarding the type of non-carpeted flooring care will be provided by the County, Department of Recreation.)*
  - b. Vacuum corners, vents, grates, crevices, ceiling diffusers and all areas that are not reached during daily routine cleaning.
  - c. Dust blinds and all horizontal and vertical surfaces. Contractor must dust those areas unoccupied by books, display and free of obstacles covering the surface. The maximum height of areas to be dusted will be 8'.
  - d. Clean all elevator door tracks and crevices (if applicable) by vacuuming followed by scraping, brushing or washing to remove all dust and soil.
  - e. Light fixtures and surfaces must be cleaned inside and out with a neutral detergent solution. Fixtures are to be wiped dry and any residue caused from this task must be cleaned (i.e., debris and dripping).
  - f. Wipe down with cleaning solution all locker tops and exteriors.
  - g. Locker Rooms, Shower Rooms and all ceramic tile hallways – Strip ceramic tile floors with buffer machine, appropriate scouring pad and cleaning compound. Use nylon brushes for areas that cannot be reached by the buffing machine. Floors must be thoroughly rinsed and dried to ensure the removal of all detergent, film, and residue to prevent slippery conditions for wet foot traffic.

SECTION D–SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

3. **Quarterly Cleaning:** The following cleaning tasks must be performed by the Contractor on a QUARTERLY basis in all rooms and areas in each facility. Quarterly custodial tasks must be performed on a date jointly determined by the Contractor and the Contract Administrator or designee. Failure to perform any of these tasks on a quarterly basis will result in deduction(s) to the Contractor's invoice.
- a. Floor Stripping and Waxing – Floor waxing includes the cleaning and applying of finish as recommended by the manufacturer to asphalt, rubber, vinyl, terrazzo, brick, quarry tile, marble and linoleum floor surfaces.
    - i. Sweep floor thoroughly and remove all gum, tar and soil.
    - ii. Stripping – Remove all old finish or wax from floors using a floor stripper. Stripper must be applied with a mop, scrubbed with an electrical polishing machine with scrub brush or a medium-grade stripping pad. Stubborn soil such as gum, rust, burns, etc., must be removed by hand. Corners and other areas that the polishing machine cannot reach must be cleaned by hand. Baseboards, walls, doors and furniture must be protected while performing this task. Stripping solution must be removed and the floor rinsed twice with clean water to remove all traces of stripper and old wax. Floors must not be flooded with water; use only amount of water needed for a good rinse. Floors must be allowed to dry thoroughly before applying finish. All floors stripped of wax must be finished same day. NOTE: A "Caution - Wet Floor" sign must be displayed in easily visible location when performing this task.
    - iii. Finishing – The use of soap resistant floor finish is mandatory. Apply a minimum of three coats of non-slip floor finish, allowing sufficient drying time between each coat. The last coat should be applied up to, but not including, the baseboard. All other coats must be applied to within four inches of baseboard.
    - iv. After thorough drying of floor finish, replace furniture to original location.  
*(Note: Additional instructions regarding the type of non-carpeted flooring care will be provided by the County, Department of Recreation.)*
  - b. Carpet Cleaning –All carpeted areas must be cleaned by use of the bonnet method.
    - i. Movable furniture including movable partitions must be moved from the area in order to that carpeting underneath furnishing can be cleaned.
    - ii. All carpeting to be cleaned must be vacuumed.
    - iii. Traffic areas and heavily soiled areas must be sprayed using a hand sprayer with concentrated carpet shampoo.
    - iv. Baseboards, walls, doors and furniture must not be sprayed/soiled.
    - v. Solution must be picked-up with suction motion and repeat throughout the area to be cleaned, including areas where furniture rested.
    - vi. Replace furniture in original locations.
  - c. Furniture – All fabric-covered furnishings are to be cleaned and shampooed.

#### SECTION D—SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

4. **Emergency/Non-Scheduled Cleaning Service:** The Contractor must furnish all cleaning materials, cleaning equipment, cleaning tools, and labor necessary for all emergency custodial tasks. The Contractor will invoice the County for man hours as determined by the price bid of the quotation sheet and submit receipts of materials required. The Contractor must arrive at the emergency work site within four (4) hours of verbal or fax notice, unless otherwise stated by the County's representative at the time of the occurrence. The County reserves the right to go outside this contract for the required services, if the Contractor fails to respond as specified. The Contractor will be liable for any difference in cost to the County, should this be necessary.
5. **Day Porter:** In the event the County wishes to provide day porter service at one, two or all three pool facilities, the following specifications are applicable:
  - a. The Porter must perform a regular schedule of tasks and any additional cleaning task that may be required. The Porter must perform any custodial tasks as directed by the Contract Administrator or designee. The Porter must work a four hour shift, jointly determined by the Contractor and the Contract Administrator between 7:00 a.m. and 5:00 p.m. The Day Porter's weekly schedule may consist of one or more days per week, or as many as each day the pool is open, including some holidays. The Porter must be able to communicate clearly in the English language. The Porter must work under the direction of the Contract Administrator or designee.
  - b. The Contractor must provide all equipment and supplies for the porter unless otherwise specified. The following is a partial list of porter duties that may be required:
    - Restock supplies such as toilet paper, paper towels, soap, toilet seat covers, and feminine hygiene products.
    - Stock all dispensers — Empty trash receptacles
    - Remove and/or sweep litter from floors — Vacuum carpet — Spot mop floors
    - Wipe down sinks and vanities
    - Set-up/take-down and store furniture
    - Perform any custodial tasks as called for in this document in addition to the services provided by regular cleaning crew.
6. **Annual Closing:** Special Conditions:
  - a. Daily Custodial Tasks – With the exception of the administrative offices, public restrooms, and cashiers station, all daily custodial tasks are to be suspended the day after shutdown and must resume the day prior to the reopening of the facility. The administrative offices, public restrooms, and cashiers stations must be cleaned following the same guidelines specified in the DAILY CUSTODIAL TASKS section of this contract.
  - b. In lieu of suspended daily custodial tasks, the Contractor must provide the following "special shutdown jobs" at no additional costs:
    - i. Spot clean all walls throughout the facility, including the natatorium.
    - ii. In addition to weekly exterior cleaning of all lockers, wipe down interior with germicidal solution.
    - iii. Vacuum the interiors of the lockers in Men's and Women's locker rooms, Special Changing Room, and Guard Room.
    - iv. Polish all stainless steel lockers inside and out with appropriate solution.
    - v. Buffer and scour all pool deck surfaces.
    - vi. Move weight equipment and thoroughly clean weight room floors.



SECTION D–SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

- c. Weekly Custodial Tasks – All weekly custodial tasks shall be continued through shutdown.
  - d. Quarterly Custodial Tasks – All quarterly custodial tasks shall be continued through shutdown.
7. **Storage Space And Custodial Closets:**
- a. The Contractor may store supplies, materials and equipment, on the County premises, in the storage areas and custodial closets or lockers designated by the County. Contractor will be given the key to these areas as appropriate. The Contract Administrator will also have access to these areas.
  - b. In the event that custodial closets or storage space are insufficient or not available within a facility, the Contractor must transport materials, supplies, and equipment to perform the cleaning requirements as specified in the contract.
  - c. The Contractor shall keep these areas neat and clean at all times in accordance with all applicable fire regulations and to the satisfaction of the County. Cleaning materials must be stored and labeled in accordance with federal, state and local regulations.
  - d. The Contractor must assume all risk of loss or damage to the supplies, materials and equipment stored in County space.
8. **Cleaning Materials:**
- a. The Contractor must furnish all cleaning supplies and materials necessary to properly perform under this agreement. (The Contractor will not be required to supply patron supplies such as toilet paper, soap and paper towels.)
  - b. Cleaning Materials - A list of all cleaning materials and supply items to be used by the Contractor must be submitted to the Contract Administrator or designee for approval within ten (10) working days of the County's written notification of intent to award.
    - i. With the above list, the Contractor must furnish the County with a copy of the description and/or technical specifications for each item.
    - ii. A Material Safety Data Sheet for each cleaning chemical used and/or stored on Montgomery County property must be submitted to the Contract Administrator or designee prior to usage. In addition, the Contractor must maintain a file of Material Safety Data Sheets relating to this contract.
    - iii. All chemicals must be issued to custodians in labeled containers with defined instructions for use including all pertinent warnings or safety instructions. Containers or dispensers for products are to be labeled as to the content.
    - iv. Should the Contractor wish to change from the initial approved chemical selection, a written request for the approval of an alternate brand must be submitted to the Contract Administrator prior to the change.
    - v. This request is to be given in writing at least fifteen (15) working days in advance of such changes. Any costs associated with testing or using an alternate brand of chemical suggested by the Contractor will be borne by the Contractor.

SECTION D—SPECIFICATIONS/SCOPE OF WORK (CONTINUED)

9. **Supplies:** The County will furnish and stock all patron supplies, i.e. toilet tissue, paper towels, toilet seat covers and hand soap, *with the exception of waste receptacle liners*, for all restrooms and other facility areas included in this contract.

***The Contractor will be responsible for providing all waste receptacle liners.***

- a. The waste receptacle liners must be of a minimum weight of .001 and capable of being sealed when full. The County reserves the right to specify a specific brand of waste receptacle liners if the Contractor fails to provide waste receptacle liners acceptable to the County.
- b. Changes in brand waste receptacle liners may be done only with written permission.

10. **Cleaning Equipment:** The Contract must furnish all necessary cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial floor and upholstery vacuum cleaner and etc., required to perform the work as specified under this contract. No equipment must be used which is harmful to the building or its contents. The bidder must submit a list of all equipment that they propose to use within ten (10) working days of the date of the County's written notification of award.

The equipment must be of sufficient quality to meet or exceed requirements for cleaning as outlined in this contract. All equipment must be in good working condition and properly maintained throughout the life of this contract.

11. **Floor Covering:** The County may install or remove carpeting or hard floors from time to time, and the Contractor must clean whatever floor is present or exposed.
12. **Walk-Off Mats:** The County will furnish any and all walk-off mats. The Contractor must keep the mats and the flooring under the mats clean.
13. **EPA Compliance:** Materials, supplies, equipment or services must comply in all respects with the current provisions of the Federal Noise Control Act where applicable.
14. **Occupational Safety And Health Act (O.S.H.A.):** All materials, supplies, equipment, or services supplied as a result of this contract must comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

END SECTION D

## **Attachment A – Inspection Report Form**

CUSTODIAL SUPERVISOR: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TIME: \_\_\_\_\_

POOL SUPERVISOR: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TIME: \_\_\_\_\_

### **Feedback Regarding Daily – Weekly – Monthly And Day Porter Custodial Tasks:**

DESCRIPTION	Custodial Supervisor	Pool Supervisor	Service	DESCRIPTION	Custodial Supervisor	Pool Supervisor
<b>DAILY CLEANING TASKS:</b>			<b>WEEKLY CLEANING TASKS:</b>			
Removed litter - exterior				Dust mopped floor		
Removed litter - interior				Spray buffed floors		
Replaced trash can liners				Vacuumed corners, vents, grates, etc.		
Empty recycling receptacles				Dusted blinds & horizontal surfaces		
Vacuumed carpet				Cleaned elevator door tracks		
Spot cleaned carpets				Cleaned light fixtures		
Dust mopped floors				Dust lockers		
Wet mopped floors				Stripped locker and shower room floors		
Vacuumed furniture				<b>QUARTERLY CLEANING TASKS:</b>		
Spot cleaned furniture				Properly strip and wax floors		
Cleaned appliances				Properly clean carpet w/ bonnet method		
Cleaned phones, tables & counters				<b>ANNUAL CLEANING TASKS:</b>		
Cleaned basins, facebowls, & lab sinks				Spot clean walls		
Cleaned urinals, commodes, and baby changing station				Vacuum lockers		
Cleaned counters, stall partitions, and doors				Clean and polish lockers		
Put Solution in drains				Buff pool deck surfaces		
Cleaned water fountains				Clean weight room floors		
Cleaned weight room furniture and weights				<b>SECURITY</b>		
Cleaned windows				Set alarm		
Cleaned walls, doors & handrails				Turned off lights		
Cleaned vending machines				Reported security issues		
<b>DAY PORTER SERVICE</b>				Locked Doors		
Followed schedule						
Completed assigned tasks						

Comments:

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MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$65,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the Minority Procurement Office at (240) 777-9912

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this firm (CIRCLE ONE)    IS    or    IS NOT

a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	HISPANIC AMERICAN	NATIVE AMERICAN
ASIAN AMERICAN	FEMALE	DISABLED PERSON

Indicate Maryland Department of Transportation (MDOT) or SBA 8(a) certification # \_\_\_\_\_  
(Attach your MDOT or SBA 8(a) certification documentation)



Montgomery County  
Office Of Procurement  
Office Of The Director

MFD Report Of Payments Received For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$: \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_  
for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? Yes \_\_\_\_ No \_\_\_\_

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

\_\_\_\_\_  
(TYPED/PRINTED COMPANY NAME)

\_\_\_\_\_  
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY OFFICIAL)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program Specialist II  
255 Rockville Pike (formerly 250 Hungerford Drive)  
Ste. 180 Rockville, MD 20850

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Number: \_\_\_\_\_

A. Individual designated by Contractor to monitor Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

B. This Plan covers life of the contract from contract execution through final contract expiration date.

The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors is \_\_\_\_\_ % of the total dollars awarded to Contractor.

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All listed MFD subcontractors are required to be Maryland Department of Transportation (MDOT) certified or SBA 8(a) certified. For assistance, please call (240) 777-9912.

Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract:

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1. Certified Minority Owned

Business Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

MDOT or SBA 8(a) Certification Number: \_\_\_\_\_

Attach your MDOT or SBA 8(a) certification documents.



Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

HISPANIC AMERICAN

NATIVE AMERICAN

FEMALE

DISABLED PERSON

The percentage of total contract dollars to be paid to this subcontractor is \_\_\_\_\_

The subcontractor will provide the following goods and/or services: \_\_\_\_\_

2. Certified Minority Owned

Business Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

MDOT or SBA 8(a) Certification Number: \_\_\_\_\_

Attach your MDOT or SBA 8(a) certification documents

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

HISPANIC AMERICAN

NATIVE AMERICAN

FEMALE

DISABLED PERSON

The percentage of total contract dollars to be paid to this subcontractor is \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

3. Certified Minority Owned

Business Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

MDOT or SBA 8(a) Certification Number: \_\_\_\_\_

Attach your MDOT or SBA 8(a) certification documents

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

HISPANIC AMERICAN

NATIVE AMERICAN

FEMALE

DISABLED PERSON

The percentage of total contract dollars to be paid to this subcontractor is \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

4. Certified Minority Owned

Business Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

MDOT or SBA 8(a) Certification Number: \_\_\_\_\_

Attach your MDOT or SBA 8(a) certification documents)

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

HISPANIC AMERICAN

NATIVE AMERICAN

FEMALE

DISABLED PERSON

The percentage of total contract dollars to be paid to this subcontractor is \_\_\_\_\_

This subcontractor will provide the following goods and/or services \_\_\_\_\_

The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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F. Contractor applies for the following full or partial waiver; specify the basis for the waiver request:

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Full Waiver Approved:

\_\_\_\_\_  
Minority Procurement Officer      Date \_\_\_\_\_

Partial Waiver Approved:

\_\_\_\_\_  
Minority Procurement Officer      Date \_\_\_\_\_

Full Waiver Approved:

\_\_\_\_\_  
Director Office of Procurement      Date \_\_\_\_\_

Partial Waiver Approved:

\_\_\_\_\_  
Director Office of Procurement      Date \_\_\_\_\_

Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract Between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Director of Procurement

\_\_\_\_\_  
Date

7.3.3.4(a) of the Procurement Regulations requires:

The contract between the Contractor and the County requires the Contractor to notify the Director of Procurement of any proposed change to the Subcontractor Performance Plan.

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements, and send a copy of each such notice to the County's Director of Procurement.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification (Montgomery County Code, Section 11B-33A)

Business Name

Address

City

Phone Number

State

Fax Number

Zip Code

E-Mail

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A(b) (see item B below):

Contact Name

Title

Phone Number

Fax Number

E-Mail

MUST CHECK ☒ ALL APPROPRIATE BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor".

Wage Requirements Compliance

A. ☐ This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

Exemption Status (if applicable)

B. This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. a contractor who employs fewer than 10 employees when the contractor submits a bid or proposal, and will continue to be exempt as long as contractor does not employ 10 or more employees at any time the contract is in effect as a result of performing the contract. Section 11B-33A(b)(1).
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A(b)(2).
- ☐ 3. a contract with a public entity. Section 11B-33A(b)(3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A(b)(4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A(b)(8) (**must specify the law, or furnish a copy of the contract or grant**).

Nonprofit Wage & Health Information (Must complete and submit wage and health insurance form)

C. ☐ This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A(b)(4). Accordingly, the contractor has completed the 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, that is attached. See Section 11B-33A(c)(2).

Nonprofit's Comparison Price(s)

D. ☐ This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c)(2).

Wage Requirements Reduction

E. ☐ This Contractor is a "covered employer," and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ \_\_\_\_\_. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Corporate, Partner,  
or Proprietor Signature

Typed Name  
of Signature

Title of Authorized Person

Date

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name

Address

City

State

Zip Code

Phone Number

Fax Number

E-Mail

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)
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- IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".